

1 SANDRA R. BROWN
Acting United States Attorney
2 LAWRENCE S. MIDDLETON
Assistant United States Attorney
3 Chief, Criminal Division
JEFF MITCHELL (Cal. Bar No. 236225)
4 Assistant United States Attorney
Deputy Chief, Violent & Organized Crime Section
5 1300 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-0698
7 Facsimile: (213) 894-3713
E-mail: jeff.mitchell@usdoj.gov
8

Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 17-446(A)-JFW

13 Plaintiff,

PLEA AGREEMENT

14 v.

15 MICHAEL POTERE,

16 Defendant.

17
18 1. This constitutes the plea agreement between Michael Potere
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California (the "USAO") in the above-captioned case.
21 This agreement is limited to the USAO and cannot bind any other
22 federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:
26 a. Not contest facts agreed to in this agreement.
27 b. Abide by all agreements regarding sentencing contained
28 in this agreement.

1 c. Appear for all court appearances, surrender as ordered
2 for service of sentence, obey all conditions of any bond, and obey
3 any other ongoing court order in this matter.

4 d. Not commit any crime; however, offenses that would be
5 excluded for sentencing purposes under United States Sentencing
6 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
7 within the scope of this agreement.

8 e. Be truthful at all times with Pretrial Services, the
9 United States Probation Office, and the Court.

10 f. Pay the applicable special assessment at or before the
11 time of sentencing unless defendant lacks the ability to pay and
12 prior to sentencing submits a completed financial statement on a form
13 to be provided by the USAO.

14 g. Give up the right to indictment by a grand jury and,
15 at the earliest opportunity requested by the USAO and provided by the
16 Court, appear and plead guilty to a single-count information in the
17 form attached to this agreement as Exhibit A or a substantially
18 similar form, which charges defendant with Unauthorized Access to a
19 Computer to Obtain Information, in violation of 18 U.S.C.
20 §§ 1030(a)(2)(C), (c)(2)(A).

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest facts agreed to in this agreement.

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, move to dismiss the
27 underlying indictment as against defendant. Defendant agrees,
28 however, that at the time of sentencing the Court may consider any

1 dismissed charges in determining the applicable Sentencing Guidelines
2 range, the propriety and extent of any departure from that range, and
3 the sentence to be imposed.

4 d. At the time of sentencing, provided that defendant
5 demonstrates an acceptance of responsibility for the offense up to
6 and including the time of sentencing, recommend a two-level reduction
7 in the applicable Sentencing Guidelines offense level, pursuant to
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
9 additional one-level reduction if available under that section.

10 NATURE OF THE OFFENSE

11 4. Defendant understands that for defendant to be guilty of
12 the crime charged in the single-count information, that is, Accessing
13 a Computer Without Authorization to Obtain Information, in violation
14 of Title 18, United States Code, Sections 1030(a)(2)(C), (c)(2)(A),
15 the following must be true:

16 a. Defendant intentionally accessed without authorization
17 a computer; and

18 b. By accessing without authorization a computer,
19 defendant obtained information from a computer that
20 was used in or affected commerce or communication
21 between one state and another state, or between a
22 state of the United States and a foreign country.

23 PENALTIES

24 5. Defendant understands that the statutory maximum sentence
25 that the Court can impose for a violation of Title 18, United States
26 Code, Sections 1030(a)(2)(C), (c)(2)(A), is: one year imprisonment or
27 a five-year period of probation; a one-year period of supervised
28 release; a fine of \$100,000 or twice the gross gain or gross loss

1 resulting from the offense, whichever is greatest; and a mandatory
2 special assessment of \$25.

3 6. Defendant understands that supervised release is a period
4 of time following imprisonment during which defendant will be subject
5 to various restrictions and requirements. Defendant understands that
6 if defendant violates one or more of the conditions of any supervised
7 release imposed, defendant may be returned to prison for all or part
8 of the term of supervised release authorized by statute for the
9 offense that resulted in the term of supervised release, which could
10 result in defendant serving a total term of imprisonment greater than
11 the statutory maximum stated above.

12 7. Defendant understands that, by pleading guilty, defendant
13 may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm,
15 the right to hold office, and the right to serve on a jury.
16 Defendant understands that the conviction in this case may also
17 subject defendant to various other collateral consequences, including
18 but not limited to revocation of probation, parole, or supervised
19 release in another case and suspension or revocation of a
20 professional license. Defendant understands that unanticipated
21 collateral consequences will not serve as grounds to withdraw
22 defendant's guilty plea.

23 FACTUAL BASIS

24 8. Defendant admits that defendant is, in fact, guilty of the
25 offense to which defendant is agreeing to plead guilty. Defendant
26 and the USAO agree to the statement of facts provided below and agree
27 that this statement of facts is sufficient to support a plea of
28 guilty to the charge described in this agreement and to establish the

1 Sentencing Guidelines factors set forth in paragraph 10 below but is
2 not meant to be a complete recitation of all facts relevant to the
3 underlying criminal conduct or all facts known to either party that
4 relate to that conduct.

5 Beginning in 2015 and continuing to June 2017, defendant worked
6 as an associate attorney at an international law firm (referred to
7 herein as "DLF"). On or about April 15, 2017, and again on or about
8 May 14, 2017, defendant intentionally accessed a DLF computer without
9 authorization and downloaded confidential information from the DLF
10 computer that he was not authorized to download and obtain.

11 Specifically, defendant downloaded and obtained (1) DLF quarterly
12 financial reports;

13 (2) documents describing how DLF determines its billing rates for
14 clients and specific factors relied on to arrive at those rates;

15 (3) a list of clients and the dollar amounts charged to those
16 clients; (4) documents describing how DLF partners should approach
17 clients who have outstanding and overdue balances; (5) documents
18 describing issues to be discussed at meetings for DLF partners;

19 (6) documents describing voting for "Full Interest Partner
20 Candidates"; (7) confidential reviews of associate attorneys; and
21 (8) detailed analysis describing recruitment of lateral attorneys,
22 and offers to those attorneys (the "Confidential Documents").

23 On May 17, 2017, defendant spoke to DLF partners and demanded
24 \$210,000 and a piece of artwork, among other items, from DLF in
25 exchange for the return of the Confidential Documents. Defendant
26 repeatedly stated that if DLF did not meet his demands he intended to
27 email the Confidential Documents to a legal blog website.

1 At the time defendant downloaded and obtained the Confidential
2 Documents from the DLF computer, defendant knew that he was not
3 authorized to search for, download, or obtain the Confidential
4 Documents. The DLF computer was used in and affecting interstate and
5 foreign commerce and communication.

6 SENTENCING FACTORS

7 9. Defendant understands that in determining defendant's
8 sentence the Court is required to calculate the applicable Sentencing
9 Guidelines range and to consider that range, possible departures
10 under the Sentencing Guidelines, and the other sentencing factors set
11 forth in 18 U.S.C. § 3553(a). Defendant understands that the
12 Sentencing Guidelines are advisory only, that defendant cannot have
13 any expectation of receiving a sentence within the calculated
14 Sentencing Guidelines range, and that after considering the
15 Sentencing Guidelines and the other § 3553(a) factors, the Court will
16 be free to exercise its discretion to impose any sentence it finds
17 appropriate up to the maximum set by statute for the crime of
18 conviction.

19 10. Defendant and the USAO agree to the following applicable
20 Sentencing Guidelines factors:

21 Base Offense Level: 6 [U.S.S.G. § 2X5.2]

22 Defendant and the USAO reserve the right to argue that additional
23 specific offense characteristics, adjustments, and departures under
24 the Sentencing Guidelines are appropriate.

25 11. Defendant understands that there is no agreement as to
26 defendant's criminal history or criminal history category.

27 12. Defendant and the USAO reserve the right to argue for a
28 sentence outside the sentencing range established by the Sentencing

Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

13. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

14. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15. Defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court, provided it is within the statutory maximum; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (e) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

16. Defendant also gives up any right to bring a post-conviction collateral attack on the conviction or sentence, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction.

17. This agreement does not affect in any way the right of the USAO to appeal the sentence imposed by the Court.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 18. Defendant agrees that if, after entering a guilty plea
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty plea on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 19. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will be
20 released from all their obligations under this agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 20. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 21. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

12 22. Following the Court's finding of a knowing breach of this
13 agreement by defendant, should the USAO choose to pursue any charge
14 that was either dismissed or not filed as a result of this agreement,
15 then:

16 a. Defendant agrees that any applicable statute of
17 limitations is tolled between the date of defendant's signing of this
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on
20 the statute of limitations, any claim of pre-indictment delay, or any
21 speedy trial claim with respect to any such action, except to the
22 extent that such defenses existed as of the date of defendant's
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by
25 defendant, under oath, at the guilty plea hearing (if such a hearing
26 occurred prior to the breach); (ii) the agreed to factual basis
27 statement in this agreement; and (iii) any evidence derived from such
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under
2 the United States Constitution, any statute, Rule 410 of the Federal
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
4 Procedure, or any other federal rule, that the statements or any
5 evidence derived from the statements should be suppressed or are
6 inadmissible.

7 COURT AND PROBATION OFFICE NOT PARTIES

8 23. Defendant understands that the Court and the United States
9 Probation Office are not parties to this agreement and need not
10 accept any of the USAO's sentencing recommendations or the parties'
11 agreements to facts or sentencing factors.

12 24. Defendant understands that both defendant and the USAO are
13 free to: (a) supplement the facts by supplying relevant information
14 to the United States Probation Office and the Court, (b) correct any
15 and all factual misstatements relating to the Court's Sentencing
16 Guidelines calculations and determination of sentence, and (c) argue
17 on appeal and collateral review that the Court's Sentencing
18 Guidelines calculations and the sentence it chooses to impose are not
19 error, although each party agrees to maintain its view that the
20 calculations in paragraph 10 are consistent with the facts of this
21 case. While this paragraph permits both the USAO and defendant to
22 submit full and complete factual information to the United States
23 Probation Office and the Court, even if that factual information may
24 be viewed as inconsistent with the facts agreed to in this agreement,
25 this paragraph does not affect defendant's and the USAO's obligations
26 not to contest the facts agreed to in this agreement.

27 25. Defendant understands that even if the Court ignores any
28 sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed to, and/or imposes any sentence up to the
2 maximum established by statute, defendant cannot, for that reason,
3 withdraw defendant's guilty plea, and defendant will remain bound to
4 fulfill all defendant's obligations under this agreement. Defendant
5 understands that no one -- not the prosecutor, defendant's attorney,
6 or the Court -- can make a binding prediction or promise regarding
7 the sentence defendant will receive, except that it will be within
8 the statutory maximum.

9 NO ADDITIONAL AGREEMENTS

10 26. Defendant understands that, except as set forth herein,
11 there are no promises, understandings, or agreements between the USAO
12 and defendant or defendant's attorney, and that no additional
13 promise, understanding, or agreement may be entered into unless in a
14 writing signed by all parties or on the record in court.

15 //

16 //

17 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

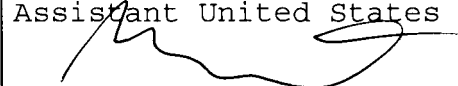
SANDRA R. BROWN
Acting United States Attorney



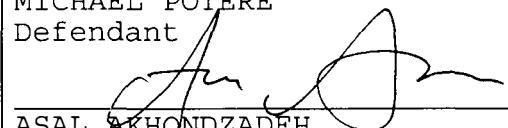
10/18/17

JEFF MITCHELL
Assistant United States Attorney

Date


MICHAEL POTERE
Defendant

10/18/17
Date


ASAL AKHONDZADEH
Attorney for Defendant
Michael Potere

10/18/17
Date


//

//

//

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



MICHAEL POTERE
Defendant

10/18/17

Date

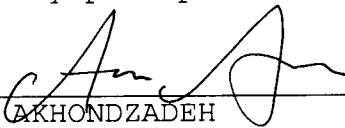
//

//

//

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Michael Potere's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



ASAL AKHONDZADEH
Attorney for Defendant
Michael Potere

10/18/17

Date

EXHIBIT A

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL POTERE,

Defendant.

CR No. 17-446(A)-JFW

F I R S T

S U P E R S E D I N G

I N F O R M A T I O N

[18 U.S.C. § 1030(a)(2)(C),
(c)(2)(A): Unauthorized Access to
a Computer to Obtain Information]

[Class A Misdemeanor]

The United States Attorney charges:

[18 U.S.C. §§ 1030(a)(2)(C), (c)(2)(A)]

On or about May 14, 2017, in Los Angeles County, within the
Central District of California, and elsewhere, defendant MICHAEL
POTERE intentionally accessed without authorization a computer,
namely, a server hosting an e-mail account of victim D.L.F., and
thereby obtained information from a protected computer, as that term

//

//

//

1 is defined in Title 18, United States Code, Section 1030(e)(2),
2 namely, the contents of confidential documents belonging to victim
3 D.L.F.
4
5
6

7 SANDRA R. BROWN
8 Acting United States Attorney
9

10 LAWRENCE S. MIDDLETON
11 Assistant United States Attorney
12 Chief, Criminal Division

13 JUSTIN RHOADES
14 Assistant United States Attorney
15 Chief, Violent & Organized Crime
16 Section

17 JEFF MITCHELL
18 Assistant United States Attorney
19 Deputy Chief, Violent & Organized
20 Crime Section
21
22
23
24
25
26
27
28